



CITY OF NATIONAL CITY
REQUEST FOR BID

Bid #: GS1516-5

Title: New, unused 2016 Ford F-250 2WD Supercab 142 XL or equal

Date Issued: March 22, 2016

Bids Due: Tuesday, April 19, 2016, before 3:30 p.m.

Note: Bids must be received in the Purchasing Office,
at the address below, by the date & time shown.

Note:

- All prices must be quoted FOB Destination.
- Bid is subject to all terms and conditions contained herein.
- For information call: Debbie Lunt
Buyer (619) 336-4570

Complete All Info Below. Failure to do so may deem your bid unresponsive.

Specify delivery time after receipt of order: _____ days.

Bidder Information

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____ Date: _____

Phone: _____ Fax: _____

Web Address: _____ Email: _____

CITY OF NATIONAL CITY
FINANCE DEPARTMENT / PURCHASING DIVISION
1243 National City Blvd., National City, CA 91950

INSTRUCTIONS FOR COMPLETING REQUEST FOR BID OR PROPOSALS

1. Where applicable, price each item separately. Prices should be stated per unit(s) specified herein.
2. Bids/Proposals must be submitted to, and received by the National City Finance Department / Purchasing Division, 1243 National City Blvd., National City, CA 91950, by the time and date specified on the cover page. Submittals will be publicly opened at that time.
3. Bids must be submitted using the forms and return address label provided as a part of this bid package. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or letter. Letters repeating prices and details from the City's specifications should be omitted. Prices shall be firm and not subject to escalation unless allowed in "Special Conditions" section of this bid. The enclosed label should be attached to the envelope in which the bid/proposal is being mailed, so that it is clearly identified as such.
4. Bids/proposals shall be prepared in ink, by typewriter or on computer. Pencil is unacceptable. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.
5. Bids/proposals are subject to acceptance at any time within 30 days after opening of same, unless otherwise stipulated by the City.
6. Bids/Proposals received after the prescribed time of opening will be time stamped and returned to the bidder unopened. See #2 above.
7. If you choose to "NO BID", or not to respond to this request, return the cover page and state reason; otherwise your name may be removed from the City's bidder list.
8. Should a vendor find discrepancies in, or omissions from the specifications, or be in doubt as to their true meaning, vendor may request an interpretation from the Purchasing Agent. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change to the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

continued on next page

In the case of a conflict or discrepancy between instructions in the “Standard Terms and Conditions” and the “Special Terms and Conditions” sections of this proposal, the instructions specified in the “Special Terms and Conditions” shall prevail. In the case of conflict between any terms and conditions and actual product specifications, the product specifications shall prevail.

9. Failure to respond to any portion of the Specification may be cause for rejection of bid.
10. Any vendor who wishes to withdraw its bid/proposal must do so before the time and date established for opening.
11. If there are any questions or comments relative to technicalities of the bid/proposal, they must be submitted in writing to the City Purchasing Agent within 24 hours after the due date and time.
12. Vendor shall read all attached terms, conditions and specifications carefully; they are a part of the bid/proposal and shall be submitted with your response on the due date.
13. No bid/proposal shall include federal excise tax, inasmuch as the City is exempt and will furnish exemption certificate upon request. Prices shall not include state sales or use tax, and taxes should only be listed if a separate and specific space has been provided. The City will pay applicable state sales or use taxes.

STANDARD TERMS AND CONDITIONS
FOR REQUEST FOR BIDS or PROPOSALS

1. EQUAL OPPORTUNITY

Each vendor, having a contract with the City in excess of \$10,000 annually, requires vendors to have an Equal Opportunity Program of their own, a copy of which must be submitted with the bid, or otherwise filed with the City's Purchasing Department. Companies with fewer than fifteen (15) regular, full-time employees at the time of award, are exempt.

The object of this program is to assure that vendors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin; and will take action to assure that applicants are employed and that employees are treated, during employment, without regard to race, color, religion, sex, or national origin.

The City of National City, as a matter of policy, encourages the participation of disadvantaged business enterprises.

2. ASSIGNMENT OF RIGHTS TITLE AND INTEREST

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

3. AWARDS

Bids will be awarded to the lowest responsive, responsible bidder(s). The City however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding. The City reserves the right to make the award to the overall low bidder, or to split the award amongst the bidders. Award of the bid to be made within 30 days after the bid opening date, unless otherwise notified by the City.

Bids/Proposals will be awarded based on best value, and to the vendor who provides the best solution to the City.

In determining the lowest bid, discounts of 21 days or greater will be considered; however, pricing less than 21 days will be considered net. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.

All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered unresponsive and will be rejected. Prices shall include all freight charges.

4. **CAL OSHA**

As applicable, all items furnished under this bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

5. **CONFLICT IN TERMS**

A purchase order resulting from this Request for Bid or Proposal will include all specifications, terms and conditions. The City's terms and conditions will take precedence over other terms and conditions.

6. **DELIVERY**

Time is of the essence, and the Purchase Order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

7. **INSPECTION**

All items or services are subject to final inspection and acceptance by the City. Defective items will be rejected by the City or made good by the vendor in a manner satisfactory to the City. Such final inspection shall be made within a reasonable time after delivery.

8. **UNRESPONSIVE BIDS/PROPOSALS**

Bids or Proposals submitted in response to the City's request must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the Request for Bid/Proposal indicates alternate specifications will be acceptable.

9. **PRICING**

In the event of a conflict between unit price and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid/proposal will be rejected as unresponsive for reason of inability to determine the intended offer.

10. **REJECTION OF BIDS/PROPOSALS**

The City reserves the right to reject any and all bids/proposals, should it deem necessary for the public good; and also the bid/proposal from any bidder who has been delinquent or unfaithful in any former contract with the City; and to accept or reject any item(s) thereon, or waive any informality in the process.

11. **SAMPLES**

When requested, bidders shall submit properly marked samples of the article(s) on which the bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state: (1) name of bidder, (2) bid number, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at the bidder's expense.

12. **SIGNATURE**

All offers must be signed with the firm name and by an authorized officer or employee. The name is to be typed or printed along with signature. Obligations assumed by such signature must be fulfilled.

13. **TERMINATION**

- A. The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price.
- B. The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such terminations:

1. The unit or pro-rata price for the delivered and accepted portion.
2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
3. In no event shall the City be liable for any loss of profits on the resulting order portion thereof so terminated.

C. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

14. **TITLE**

Title to the material and supplies purchased shall pass directly from vendor to City at the F.O.B. delivery address on page 1 of Special Conditions #4, subject to the right of City to reject upon inspection.

15. **VARIATIONS IN SPECIFICATIONS**

The City reserves the right to waive a variation in specifications if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

16. **WARRANTIES**

Vendor agrees that the supplies or services to be furnished shall be covered by the most favorable commercial warranties the vendor gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the City.

17. **FAILURE TO RESPOND**

In the event your company fails to respond to two (2) consecutive "Request for Bids/Proposals", your company may be deleted from the Purchasing Division's bidder list. Reinstatement can be accomplished upon request.

18. **HAZARDOUS MATERIALS**

- a. If the product being supplied contains any material which is listed on California OSHA Director's List, and/or California Administrative Code Title 22, Public Health Service Chapter 30 as hazardous; the successful bidder shall forward a Material Safety Data Sheet (MSDS), (OSHA Form 20), referencing the Purchase Order Number, to San Diego County, Department of Health Services, 1700 Pacific

Highway, San Diego, CA 92101, Attn: Occupational Health Engineer, and to the National City Fire Department, 343 East 16th Street, National City, CA 91950 - 4596, and to the Purchasing Agent at 1243 National City Boulevard, National City, CA 91950-4301.

- b. In accordance with National City Council Policy, vendor shall not provide or deliver any product containing fully halogenated chlorofluorocarbons (CFC's) unless specifically authorized by the National City Purchasing Agent. If any of the items specified in this bid contain CFC's please alert the Purchasing Agent immediately.

19. INDEMNIFICATION

The Bidder shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this bid, and from any and all claims occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract.

20. BUSINESS LICENSE

All vendors conducting business within the corporate limits of the City of National City must procure a business license. (Ref.: NCMC 6.04). Additional information may be obtained by calling the Business License Inspector at (619) 336-4341.

21. SPECIFICATIONS

The specifications contained herein are to be considered as minimum. Vendors may offer equipment which exceeds these requirements, however, equipment which fails to meet the minimum requirement at the time of inspection shall be considered as non-responsive to our needs. Any additions, deletions or variations to this specification must be stated. Bidder must furnish descriptive literature, complete specifications and data on the equipment furnished.

22. AVAILABILITY OF FUNDING

The City reasonably believes that funds are available for this purchase. However, depending on cost and budget availability at the time, the City may or may not make an award. The City's obligation for payment of any contract beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the City shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

23. **SUSPENDED OR DEBARMENT**

Vendors to the best of their knowledge and belief, the contractor or any of its principals certify that they are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy

BRAND NAME OR EQUAL

The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not usually restrict bidders to that manufacturer or specific article. Such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of product that will be satisfactory.

However, some items in this bid may have as part of their description, the term "No Sub". In order to provide uniformity and continuity in personnel training and service, or to maintain the integrity of standardization of products, or to conform to our current mode of operation, do not substitute these items. For items identified in this manner, no bids for substitute or equal items will be considered. Notwithstanding the foregoing, the City may impose additional restrictions in the Specifications or Special Conditions sections of these documents.

If the bidder proposes to furnish an "equal" product, the brand name of the alternate item should be clearly stated on the bid form. Unless clearly indicated by the vendor that an "equal" product is being offered, the bid will be considered as offering the brand name product specified.

If alternates are bid, literature must be submitted with the bid in order for the alternate to be considered. Literature must be descriptive enough for the Purchasing Agent to determine: (1) whether the product offered meets the minimum specifications required, (2) exactly what the bidder proposes to furnish, and (3) what the City would be committing itself to, by making the award.

All items on which bids are submitted must in all cases be equal or better in quality and utility than those specified by the City. Determination of equality and acceptability of alternate products shall be solely at the discretion of the Purchasing Agent. The City reserves the right to waive a variation in specification if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

If the bidder proposes to modify a product so as to make it conform to the requirements of the request for bids, the bidder shall: (1) include with the bid, a clear description of such proposed modifications, and (2) clearly mark any descriptive material to show the proposed modifications.

Modifications proposed after the bid opening to make a product conform to a brand name product referenced in the Request for Bids will not be considered.

Caution to Bidders: The Purchasing Agent is not responsible for locating or securing any information which is referenced by the vendor, but not included with the bid response, and which is not reasonably available to the purchasing activity.

LOCAL TAX ADJUSTMENT

The City of National City receives sales tax revenue of approximately 1% of all taxable sales transacted in the City, and an additional 1% due to Proposition 'D'. Therefore, an adjustment of 2% may be made for bids submitted by local vendors. This 2% "deduction" will be made for evaluation purposes only, in an effort to determine the true cost to the City and therefore determine the lowest bid.

A "local vendor" is defined as having a fixed location within the corporate limits of National City.

Local vendors having multiple locations, must agree that any sales made to the City of National City, be negotiated from the National City location, and thus declared on the "State, Local and District Sales and Use Tax Return" filed with the State Board of Equalization as having National City as the point of sale.

If the award is made to a local vendor, the City of National City may require a copy of the "State, Local and District Sales and Use Tax Return" submitted to the Finance Director. All returns will be treated in a confidential manner.

By virtue of your signature on the bid package, you acknowledge, understand and agree with the above policy.

PUBLIC AGENCY CLAUSE

Public Agency Clause: It is intended that other public agencies (i.e., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation. The City of National City shall incur no financial responsibility in connection with the purchase by another public agency. Each public agency shall accept sole responsibility for its own order placement and payments to the vendor. Option shall not be considered in bid evaluation. State whether said option is granted:

YES _____

NO _____

SPECIAL CONDITIONS

1. **The City's Technical Representative:** The Purchasing Agent has designated the following individual as the Technical Representative:

Tony Gaut, Equipment Maintenance Supervisor, (619) 336-4589.

He is designated to receive vendor invoices, approve invoices for payment, and provide technical guidance as required. He is **NOT** authorized to change any terms or conditions of the bid or subsequent purchase orders. Clarifications or changes to the specifications herein shall be made only by the Purchasing Agent, by issuing a properly executed bid addendum or change order.

2. **Federal and State Regulation Compliance:** All vehicles shall comply with all applicable State of California Motor Vehicle Code requirements and all applicable Federal Motor Vehicle Safety Standards.
3. **Warranty:** All vehicles and equipment shall have a manufacturer's warranty against defects in materials and workmanship and provide coverage up to 3 years or 36,000 miles bumper-to-bumper, 5 years or 60,000 powertrain and 5 years or 60,000 Roadside Assist. New vehicle warranty shall start on the date of delivery. Warranties are not taxable, and are therefore listed separately on the price schedule.

Vendor must be an **authorized dealer** of the item for which this bid was submitted, and shall be responsible for ensuring that all services, parts and labor are available and provided to meet City's schedules and deadlines. All work required under warranty or guarantee provisions shall be promptly accomplished at no expense to the City.

4. **Delivery Instructions:** The vehicles shall be delivered complete and ready for operation. They shall be new and the latest model, and except as otherwise indicated in the specifications section of this bid, shall be standard in all respects. They shall have the usual equipment and features as shown by current manufacturer's catalogs. They shall be completely lubricated and fueled, and all pre-delivery services shall have been performed. Vehicles shall be delivered with all documents required by the California Department of Motor Vehicles.

A minimum of 24 hours notice is required prior to delivery, and delivery should be coordinated with the Purchasing Agent at (619) 336-4570. Delivery will be made to: The Public Works Complex, 1726 Wilson Avenue, National City, California 91950. Bid pricing shall be figured based on **F.O.B. Destination**.

Delivery date may be considered in awarding this contract. Please specify length of delivery time in appropriate space on the pricing schedule. Excessive delivery time may be grounds for rejection of bid.

5. Payment Terms: Enter percentage discount, if any, in the space provided on the "Request for Bid" cover sheet. The City requires a percentage discount for prompt payment rather than a specific dollar discount per vehicle. Terms of less than 20 days will be considered net. If no terms are specified, terms shall be considered as Net 30 days. Date of delivery as it pertains to cash discount terms shall be the date the vehicle is delivered to the City in acceptable condition.
6. Award: After factoring in the Local Tax Adjustment for analysis purposes, the lowest responsive, responsible bid will be recommended for award. The City may not award all items depending on budget availability.
7. Quoted price must include all applicable fees, taxes & DMV fees.
8. DMV Registration: Dealer must perform all necessary DMV work and obtain an 'exempt' registration in the name of the City of National City, 1243 National City Boulevard, National City, CA 91950.
9. *Dimension Specifications: Specified dimensions are preferred, due to space/comfort requirements. If the dimensions differ on the vehicle you are proposing please specify on a separate piece of paper & submit with your bid. These vehicles will have specific use & design requirements. Bids offering vehicles with measurements less than specified will be considered, but may be rejected for not meeting our requirements.

GENERAL SPECIFICATIONS

All vehicles to be equipped with all of the manufacturer's standard equipment/features, plus the options listed under each vehicle.

SPECIFICATION #1 – 2016 Ford F-250 2WD Supercab 142 XL

Quantity: One (1). New, unused 2016 Ford F-250 2WD Supercab 142 XL, or equal

	<u>Compliant?</u>
6.2L EFI V8 Engine	_____
6 Speed Automatic Transmission	_____
Preferred Equipment Package 600A	_____
All Terrain Tires	_____
Cast Aluminum Wheels 17-inch	_____
Spare Tire and Wheel	_____
Jack	_____
AM/FM Stereo with CD/Clock	_____
Aux Audio Input Jack	_____
Sync Voice Activated Systems	_____
Vinyl Seats with 40/20/40 Split Bench Seat	_____
60/40 Fold-up Rear Bench Seat	_____
Black Vinyl Floor Covering	_____
Grille Black	_____
Bumpers Black	_____
Power Locks, Windows & Mirrors	_____
6' 5" Pickup Box, Tie Down Hooks & Tow Hooks	_____
Sprayed Inside Bed Liner	_____
Remote Keyless Entry System	_____
Tilt/Telescope Str Column with Audio Controls	_____
Trailer Tow Pkg	_____
Trailer Sway Control	_____
Trailer Brake Controller	_____
Black Running Boards	_____
Locking Removable Tailgate w/ Lift Assist	_____
4-Wheel ABS	_____
Driver/Passenger Airbags	_____
Airbags – Safety Canopy System	_____
My Key	_____
Air Conditioning & Cruise Control	_____
SecuriLock Pass Anti-Theft System (PATS)	_____
SOS Post Crash Alert System	_____
Two sets of keys and remotes must be provided for each vehicle	_____
Owners manual must be provided for each vehicle	_____
Vehicle shall be completely lubricated, fueled and clean/washed Upon delivery	_____

Compliant?

Color and Trim

Exterior Color: Oxford White

Interior Color: Steel w/Heavy Duty Vinyl

PRICE SCHEDULE (Item #1)

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extension</u>
Spec #1:	\$ _____	x1	\$ _____
Sales Tax (9%):			\$ _____
Tire Fee	\$ _____	x 1	NT \$ _____
Other: _____			\$ _____
Discounts: _____			\$ _____
Total Bid:			\$ _____

Proposed Vehicle #1:

Year: _____

Make: _____

Model: _____

Warranty Terms: (See Special Condition #3): _____

Please complete: Incomplete quotes will be considered unresponsive.

Delivery: Delivery time may be considered in awarding this contract. Specify Estimated delivery time after receipt of order:

Payment Terms: _____

Signature Section

Company: _____ **Date:** _____

Signature: _____ **Printed:** _____

Contract name/source and number used for pricing: _____



To: City of National City
Finance Department
Purchasing Division
1243 National City Blvd.
National City, CA 91950

BID #GS1516-5 Due: 4/19/16